

- (c) any breach by PowerStream of its covenants, representations, warranties or obligations under the Brampton Purchase Agreement, or any failure of PowerStream to satisfy or cause to be satisfied any of its obligations under the Brampton Purchase Agreement, in each case that results in a vendor claim under the Brampton Purchase Agreement, whether the claim arises prior to, upon or following the Holdings Amalgamation or Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement and notwithstanding the Holdings Amalgamation, the Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement; and
  - (d) the design and/or the approval of the design of street lighting within PowerStream's service territory, which design is implemented or which approval is provided at any time prior to completion of Closing.
- (2) Subject to section 7.2, each of VHI, MEC, BHHI, Vaughan, Markham and Barrie (for the purposes of indemnity claims under this section 7.1(2) hereinafter individually referred to as an **"Indemnifying Party"**), as applicable, shall, severally and not jointly, (except as set out in section 7.2) indemnify and save harmless Mississauga, BPC, EC, Hamilton, HUC, St. Catharines, SCH and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(2) hereinafter collectively referred to as an **"Indemnified Party"**) from any and all Losses suffered or incurred by the applicable Indemnified Party relating to, in connection with or resulting from or arising out of any Claim or Third Party Claim in respect of:
  - (a) any breach by such Indemnifying Party of any representation and warranty contained in this Agreement or incorrectness in any certificate furnished by such Indemnifying Party in accordance with this Agreement (except that such Indemnifying Party shall not be required to indemnify and save harmless such Indemnified Party in respect of any inaccuracy or breach of any such representation or warranty unless such Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the expiration of the applicable time period related to that representation and warranty set out in section 9.3); and
  - (b) any breach by such Indemnifying Party of any covenants or agreements contained in this Agreement provided that the Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the second anniversary of the Closing Date.
- (3) Subject to section 7.2, EC (for the purposes of any indemnity claims under this section 7.1(3) hereinafter referred to as the **"Indemnifying Party"**) shall (except as set out in section 7.2) indemnify and save harmless Vaughan, VHI, Markham, MEC, Barrie, BHHI, Hamilton, HUC, St. Catharines, SCH and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(3) hereinafter collectively referred to as an **"Indemnified Party"**) from any and all Losses suffered or incurred by the applicable

Indemnified Party relating to, in connection with or resulting from or arising out of any Claim or Third Party Claim in respect of:

- (a) any breach by EC until EHI becomes party to this Agreement, EHI once it becomes party to this Agreement or Enersource Hydro of any representation and warranty contained in this Agreement or incorrectness in any certificate furnished by EC, EHI, or Enersource Hydro, as applicable, in accordance with this Agreement (except that the Indemnifying Party shall not be required to indemnify and save harmless such Indemnified Party in respect of any inaccuracy or breach of any such representation or warranty unless such Indemnified Party shall have provided notice to the Indemnifying Party in accordance with section 7.5 on or prior to the expiration of the applicable time period related to that representation and warranty set out in section 9.3);
  - (b) any breach by EC until EHI becomes party to this Agreement, EHI once it becomes party to this Agreement or Enersource Hydro of any covenants or agreements contained in this Agreement provided that such Indemnified Party shall have provided notice to the Indemnifying Party in accordance with section 7.5 on or prior to the second anniversary of the Closing Date;
  - (c) any breach by Enersource Hydro of its covenants, representations, warranties or obligations under the Brampton Purchase Agreement, or any failure of Enersource Hydro to satisfy or cause to be satisfied any of its obligations under the Brampton Purchase Agreement, in each case that results in a vendor claim under the Brampton Purchase Agreement, whether the claim arises prior to, upon or following the Holdings Amalgamation or Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement and notwithstanding the Holdings Amalgamation, the Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement; and
  - (d) the design and/or the approval of the design of street lighting within Enersource Hydro's service territory, which design is implemented or which approval is provided at any time prior to completion of Closing.
- (4) Subject to section 7.2, EC, Mississauga and BPC (for the purposes of any indemnity claims under this section 7.1(4) hereinafter individually referred to as an “**Indemnifying Party**”), as applicable, shall, severally and not jointly, (except as set out in section 7.2) indemnify and save harmless Vaughan, VHI, Markham, MEC, Barrie, BHHI, Hamilton, HUC, St. Catharines, SCH and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(4) hereinafter collectively referred to as an “**Indemnified Party**”) from any and all Losses suffered or incurred by the applicable Indemnified Party relating to, in connection with or resulting from or arising out of any Claim or Third Party Claim in respect of:
- (a) any breach by such Indemnifying Party of any representation and warranty contained in this Agreement or incorrectness in any certificate furnished by such

Purchase Agreement, whether the claim arises prior to, upon or following the Holdings Amalgamation or Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement and notwithstanding the Holdings Amalgamation, the Merge Co LDC Amalgamation or the completion of the Brampton Purchase Agreement; and

- (d) the design and/or the approval of the design of street lighting within Horizon's service territory, which design is implemented or which approval is provided at any time prior to completion of Closing.
- (6) Subject to section 7.2, each of HUC, SCH, Hamilton and St. Catharines (for the purposes of indemnity claims under this section 7.1(6) hereinafter individually referred to as an **"Indemnifying Party"**), as applicable, shall, severally and not jointly, (except as set out in section 7.2) indemnify and save harmless Mississauga, BPC, EC, Vaughan, VHI, Markham, MEC, Barrie, VHHI and the Corporation and each of their respective councillors, officers, directors, employees, shareholders and agents (for the purposes of indemnity claims under this section 7.1(6) hereinafter collectively referred to as an **"Indemnified Party"**) from any and all Losses suffered or incurred by the applicable Indemnified Party relating to, in connection with or resulting from or arising out of any Claim or Third Party Claim in respect of:
  - (a) any breach by such Indemnifying Party of any representation and warranty contained in this Agreement or incorrectness in any certificate furnished by such Indemnifying Party in accordance with this Agreement (except that such Indemnifying Party shall not be required to indemnify and save harmless such Indemnified Party in respect of any inaccuracy or breach of any such representation or warranty unless such Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the expiration of the applicable time period related to that representation and warranty set out in section 9.3); and
  - (b) any breach by such Indemnifying Party of any covenants or agreements contained in this Agreement provided that such Indemnified Party shall have provided notice to such Indemnifying Party in accordance with section 7.5 on or prior to the second anniversary of the Closing Date.
- (7) Each Indemnifying Party hereby respectively appoints VHI, MEC, BHHI, EC, HUC and SCH, as applicable, as trustee for its respective Indemnified Parties that are not party to this Agreement of the covenants of such Indemnifying Party in this Article 7 and each of VHI, MEC, BHHI, EC, HUC and SCH, as applicable, respectively agrees to accept such trust and to hold and enforce such covenants on behalf of the applicable Indemnified Party.

## **7.2 Thresholds and Limits**

- (1) Notwithstanding section 7.1, the applicable Indemnifying Party's obligation to indemnify the applicable Indemnified Party pursuant to section 7.1 shall be applicable only if the